

Demonstrations

Figure 2-20-M-1 MOU Between the Department of VA Palo Alto Health Care System & DoD (Continued)

and demonstration related issues for up to 12 months after termination of the demonstration. Unless otherwise directed by TRICARE Support Office/OCHAMPUS, the DoD claims processor shall provide the claims processing support for up to 12 months after termination of the demonstration.

IV. ADMINISTRATIVE AND CLINICAL RESPONSIBILITIES

The Assistant Secretary of Defense for Health Affairs, in consultation with the Under Secretary for Health of the Department of Veterans Affairs, shall conduct overall program management relating to this MOU and the DVHIP.

V. ISSUE RESOLUTION

Throughout the course of this agreement, issues involving interpretation of its provisions, unanticipated technical matters, and proposed modifications in the interest of equity can be expected. The Departments agree to work together in a collegial manner and in good faith to resolve such issues in a manner that is fair, equitable, supportive of the objectives of the pertinent laws, and responsive to the needs of VA and DoD beneficiaries.

VI. POINTS OF CONTACT

a. For the Department of Veterans Affairs:

Arthur S. Hamerschlag
Director, Medical Sharing Office (166)
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(202) 273-8403

Elaine S. Date, M.D.
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b. For the Department of Defense:

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Andres M. Salazar, COL,
MC, USA (Ret.)
Director, DVHIP
Bldg. 7, Room 224
Walter Reed Army Medical
Center
Washington, DC 20307
(202) 782-6345

**Figure 2-20-M-1 *MOU Between the Department of VA Palo Alto
Health Care System & DoD (Continued)***

VII. MODIFICATION OR TERMINATION

a. Either the VA or DoD may propose amendments modifying this agreement at any time. Before any amendment shall become effective, both parties must agree in writing to the modification. The effective date of any amendments shall be the date agreed upon and specified in the agreement, or, if no date is specified, the last date upon which representative officials of both parties have agreed in writing to the amendment.

b. This MOU terminates (1) upon completion of the DVHIP Protocol II study which is projected to last for three years, or (2) may be terminated at any date upon 60 days notice in writing to the other party.

VIII. EFFECTIVE DATE

August 1, 1997.

Demonstrations

Figure 2-20-M-1 **MOU Between the Department of VA Palo Alto Health Care System & DoD (Continued)**



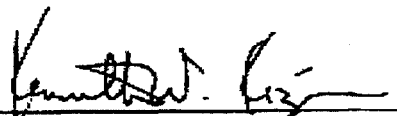
James A. Goff, FACHE

Director

Veterans Affairs Palo Alto Health Care System

Palo Alto, California

Date AUG 22 1996



Kenneth W. Kizer, M.D., M.P.H.

Under Secretary for Health

Department of Veterans Affairs

Date 05/23/97



Edward D. Martin, M.D.

Acting Assistant Secretary of Defense
for Health Affairs

Date JUN 20 1997

Figure 2-20-M-2 *MOU Between the Department of VA Medical Center
Minneapolis, Minnesota & DoD*

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER
MINNEAPOLIS, MINNESOTA
AND
THE DEPARTMENT OF DEFENSE

SUBJECT: Care of the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)/TRICARE Beneficiaries in the Veterans Affairs Medical Center (VAMC), Minneapolis, Minnesota, under the Defense and Veterans Head Injury Program Protocol II.

I. PURPOSE

This Memorandum of Understanding (MOU) is to establish guidance for inpatient care for TRICARE/CHAMPUS beneficiaries in the VAMC, Minneapolis, Minnesota (hereinafter referred to as "VAMC"), under a demonstration project in which the Department of Defense (DoD) will participate in the DEFENSE AND VETERANS HEAD INJURY PROGRAM (DVHIP) PROTOCOL II TRAUMATIC BRAIN INJURY (TBI) REHABILITATION: A CONTROLLED, RANDOMIZED MULTICENTER STUDY OF TWO INTERDISCIPLINARY PROGRAMS WITH ADJUVANT PHARMACOTHERAPY.

II. AUTHORITY

This MOU is authorized by Section 201 of the Veterans Health Care Act of 1992, Pub. L. 102-585, 38 U.S.C. 8111, and 10 U.S.C. 1104.

III. POLICY

1. Effective August 1, 1997, the VAMC shall provide inpatient services for TBI for the TRICARE/CHAMPUS-eligible patients according to the DVHIP Protocol II dated December 23, 1994 (attached).

2. The DoD shall reimburse VAMC based on a negotiated per diem rate of \$600.00 to cover all professional and institutional services associated with an admission of a TRICARE/CHAMPUS-eligible patient under the DVHIP Protocol II. The VAMC shall be responsible for collecting the beneficiary cost-shares from the TRICARE/CHAMPUS-eligible patients. No deductible shall apply for inpatient services provided to TRICARE/CHAMPUS-eligible patients.

Demonstrations

**Figure 2-20-M-2 MOU Between the Department of VA Medical Center
Minneapolis, Minnesota & DoD (Continued)**

3. For individuals with TBI with dual VA and TRICARE/CHAMPUS eligibility, VAMC shall be responsible for all care of such patients listed below under the DVHIP Protocol II. The VAMC shall ensure that the care provided to the patients with dual eligibility listed below under the DVHIP is not billed to the DoD demonstration claims processor. With regard to the patients with dual VA and TRICARE/CHAMPUS eligibility, VAMC shall be responsible for the following beneficiary care under the DVHIP until the enrollment system required by Public Law 104-262 is fully implemented:

- a. care for mandatory/non-discretionary veterans
- b. care for veterans for service-connected conditions

Upon implementation of that enrollment system, the VAMC shall be responsible for veterans who are enrolled or who may be provided care from VA because they are exempt from enrollment.

4. For individuals without VA eligibility who appear to meet the inclusion criteria in the DVHIP Protocol II, VAMC shall refer such patients to the DoD demonstration claims processor, namely, Palmetto Government Benefits Administrators (PGBA), for TRICARE/CHAMPUS eligibility verification on the Defense Enrollment Eligibility Reporting System (DEERS). The toll free telephone number for PGBA is 1-800-779-3060 and the address is:

PGBA
DVHIP Demonstration Project
P.O. Box 100514
Florence, SC 29501-0514

Upon receipt of a written/faxed TRICARE/CHAMPUS eligibility verification of a beneficiary from PGBA, VAMC shall furnish inpatient services to the beneficiary in accordance with the DVHIP Protocol II.

5. Participating VAMC shall be responsible for obtaining information regarding possible third party liability and other health insurance (OHI) coverage of the TRICARE/CHAMPUS beneficiary.

(1) The VAMC shall collect from the third party or the OHI in accordance with VA procedures and bill any remaining balance of the total per diem amount to the demonstration claims processor within thirty (30) days of the receipt of the payment from the OHI. The VAMC shall ensure proper entry regarding the OHI on the

**Figure 2-20-M-2 MOU Between the Department of VA Medical Center
Minneapolis, Minnesota & DoD (Continued)**

UB-92 claim form before submitting the claim form to the demonstration claims processor.

(2) In the event that the VAMC is unable to collect from a third party or the OHI for health care services that would be covered under the third party liability or by the OHI if provided by a private provider, no bill shall be presented by the VAMC to the demonstration claims processor.

6. The VAMC shall submit claims for TRICARE/CHAMPUS-eligible patients for inpatient care under the DVHIP Protocol II based on the per diem rate (paragraph 2) on a UB-92 claim form to the DoD demonstration claims processor at the address provided in paragraph 4, above. The DoD agrees to waive the billing itemization requirements.

7. For a TRICARE/CHAMPUS-eligible patient, the VAMC shall submit one claim for billing for the initial inpatient evaluation, rehabilitation care, and the initial post-discharge evaluation within thirty (30) calendar days upon completion of the initial post-discharge evaluation. Claims for admissions at 6-, 12-, and 24-month follow-ups shall be submitted by VAMC within thirty (30) calendar days of completion of each follow-up evaluation. In a case where care of a TRICARE/CHAMPUS-eligible patient is terminated during or after the initial inpatient evaluation or prior to completion of the treatment under the DVHIP Protocol II, the VAMC shall submit the claim within thirty (30) calendar days of such termination.

8. The VAMC shall appoint a social worker/case manager to assist the TRICARE/CHAMPUS beneficiaries in placement following discharge to ensure they receive the full benefit of any available health care entitlements.

9. In the event that a TRICARE/CHAMPUS-eligible patient receives care from the VAMC and the care is determined not to be authorized under the DVHIP Protocol II, the VAMC shall hold the TRICARE/CHAMPUS-eligible patient harmless for any cost of the care.

10. The VAMC and the DoD demonstration claims processor (paragraph 4) shall establish points of contact who shall be familiar with this MOU and the TRICARE/CHAMPUS instructions regarding the DVHIP demonstration project. The points of contact shall assist in resolving claims, billings, DEERS eligibility verification, and other related issues as they arise.

11. Unless otherwise agreed between the VAMC and TRICARE Support Office/OCHAMPUS, the VAMC shall provide coordination support on any billing and

Demonstrations

**Figure 2-20-M-2 MOU Between the Department of VA Medical Center
Minneapolis, Minnesota & DoD (Continued)**

demonstration related issues for up to 12 months after termination of the demonstration. Unless otherwise directed by TRICARE Support Office/OCHAMPUS, the DoD claims processor shall provide the claims processing support for up to 12 months after termination of the demonstration.

IV. ADMINISTRATIVE AND CLINICAL RESPONSIBILITIES

The Assistant Secretary of Defense for Health Affairs, in consultation with the Under Secretary for Health of the Department of Veterans Affairs, shall conduct overall program management relating to this MOU and the DVHIP.

V. ISSUE RESOLUTION

Throughout the course of this agreement, issues involving interpretation of its provisions, unanticipated technical matters, and proposed modifications in the interest of equity can be expected. The Departments agree to work together in a collegial manner and in good faith to resolve such issues in a manner that is fair, equitable, supportive of the objectives of the pertinent laws, and responsive to the needs of VA and DoD beneficiaries.

VI. POINTS OF CONTACT

a. For the Department of Veterans Affairs:

Arthur S. Hamerschlag
Director, Medical Sharing Office (166)
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Washington, DC 20420
(202) 273-8403

Barbara J. Sigford, M.D.
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b. For the Department of Defense:

Margaret Orcutt, CAPT, MC, USN
Director, Clinical Consultation
Office of the Assistant Secretary of Defense
(Health Affairs)
1200 Defense Pentagon
Room 3D368
Washington, DC 20301-1200
(703) 695-6800

Andres M. Salazar, COL,
MC, USA (Ret.)
Director, DVHIP
Bldg. 7, Room 224
Walter Reed Army Medical
Center
Washington, DC 20307
(202) 782-6345

**Figure 2-20-M-2 *MOU Between the Department of VA Medical Center
Minneapolis, Minnesota & DoD (Continued)***

VII. MODIFICATION OR TERMINATION

a. Either the VA or DoD may propose amendments modifying this agreement at any time. Before any amendment shall become effective, both parties must agree in writing to the modification. The effective date of any amendments shall be the date agreed upon and specified in the agreement, or, if no date is specified, the last date upon which representative officials of both parties have agreed in writing to the amendment.

b. This MOU terminates (1) upon completion of the DVHIP Protocol II study which is projected to last for three years, or (2) may be terminated at any date upon 60 days notice in writing to the other party.

VIII. EFFECTIVE DATE

August 1, 1997.

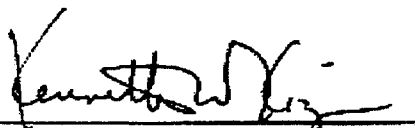
Demonstrations

**Figure 2-20-M-2 MOU Between the Department of VA Medical Center
Minneapolis, Minnesota & DoD (Continued)**



Charles A. Milbrandt, FACHE
Director
VA Medical Center
Minneapolis, Minnesota

Date 5/8/96



Kenneth W. Kizer, M.D., M.P.H.
Under Secretary for Health
Department of Veterans Affairs

Date 05/23/97



Edward D. Martin, M.D.
Acting Assistant Secretary of Defense
for Health Affairs

Date JUN 20 1997

**Figure 2-20-M-3 MOU Between the Department of VA Medical Center
Richmond, Virginia & DoD**

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER
RICHMOND, VIRGINIA
AND
THE DEPARTMENT OF DEFENSE

SUBJECT: Care of the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)/TRICARE Beneficiaries in the Veterans Affairs Medical Center (VAMC), Richmond, Virginia, under the Defense and Veterans Head Injury Program Protocol II.

I. PURPOSE

This Memorandum of Understanding (MOU) is to establish guidance for inpatient care for TRICARE/CHAMPUS beneficiaries in the VAMC, Richmond, Virginia (hereinafter referred to as "VAMC"), under a demonstration project in which the Department of Defense (DoD) will participate in the DEFENSE AND VETERANS HEAD INJURY PROGRAM (DVHIP) PROTOCOL II TRAUMATIC BRAIN INJURY (TBI) REHABILITATION: A CONTROLLED, RANDOMIZED MULTICENTER STUDY OF TWO INTERDISCIPLINARY PROGRAMS WITH ADJUVANT PHARMACOTHERAPY.

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Demonstrations

Figure 2-20-M-3 *MOU Between the Department of VA Medical Center
Richmond, Virginia & DoD (Continued)*

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**Figure 2-20-M-3 MOU Between the Department of VA Medical Center
Richmond, Virginia & DoD (Continued)**

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a. For the Department of Veterans Affairs:

Arthur S. Hamerschlag
Director, Medical Sharing Office (166)
Department of Veterans Affairs
Washington, DC 20420
(202) 273-8403

Charles R. Lamb, Jr., M.D.
Local Principal Investigator
VA Medical Center
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(804) 675-5117

b. For the Department of Defense:

Margaret Orcutt, CAPT, MC, USN
Director, Clinical Consultation
Office of the Assistant Secretary of Defense
(Health Affairs)
1200 Defense Pentagon
Room 3D368
Washington, DC 20301-1200
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Andres M. Salazar, COL,
MC, USA (Ret.)
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**Figure 2-20-M-3 MOU Between the Department of VA Medical Center
Richmond, Virginia & DoD (Continued)**

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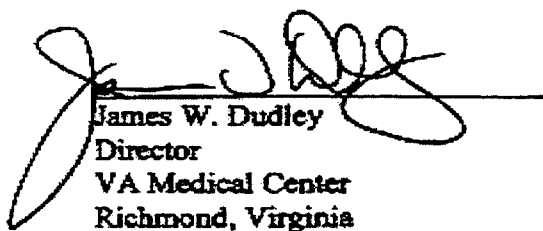
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August 1, 1997.


Demonstrations

Figure 2-20-M-3 *MOU Between the Department of VA Medical Center
Richmond, Virginia & DoD (Continued)*



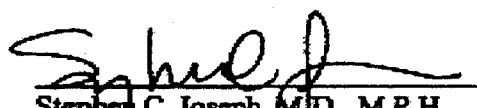
James W. Dudley
Director
VA Medical Center
Richmond, Virginia

Date 6/20/96



Kenneth W. Kizer, M.D., M.P.H.
Under Secretary for Health
Department of Veterans Affairs

Date 02/23/97



Stephen C. Joseph, M.D., M.P.H.
Assistant Secretary of Defense
for Health Affairs

Date FEB - 4 1997

**Figure 2-20-M-4 MOU Between the Department of VA Medical Center
Tampa, Florida & DoD**

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER
TAMPA, FLORIDA
AND
THE DEPARTMENT OF DEFENSE

SUBJECT: Care of the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)/TRICARE Beneficiaries in the Veterans Affairs Medical Center (VAMC), Tampa, Florida, under the Defense and Veterans Head Injury Program Protocol II.

I. PURPOSE

This Memorandum of Understanding (MOU) is to establish guidance for inpatient care for TRICARE/CHAMPUS beneficiaries in the VAMC, Tampa, Florida (hereinafter referred to as "VAMC"), under a demonstration project in which the Department of Defense (DoD) will participate in the DEFENSE AND VETERANS HEAD INJURY PROGRAM (DVHIP) PROTOCOL II TRAUMATIC BRAIN INJURY (TBI) REHABILITATION: A CONTROLLED, RANDOMIZED MULTICENTER STUDY OF TWO INTERDISCIPLINARY PROGRAMS WITH ADJUVANT PHARMACOTHERAPY.

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